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county, personally appeared Laura Cooper, known to be the person described herein and who acknowledge-she executed the foregoing instrument of her own free act and deed.

My term expires: January 26, 1945.

L. J. Scott, Notary Public
Notary Public
in and for the County of San Diego,
State of California

(SEAL)

Filed for Record this 7th day of April 1943 at 10 o'clock 29 minutes A. M.

Ray Hawley

RECORDER

A F F I D A V I T

STATE OF MISSOURI)
COUNTY OF JASPER) ss

J. G. Shelton, being first duly sworn, upon his oath deposes and states:

That he was the lessee in a mining lease executed the 4th day of November, 1935, by Etta Williams, Alta Richardson, and others, by Jesse Smith, their attorney in fact, on the following described property, to-wit:

The West One-half (W/2) and the West Three-eighths (W3/8) of the East One-half (E/2) of Lot One (1), also the West One-half (W/2) and the West One-half (W/2) of the East One-half (E/2) of Lot Two (2), all in the Northwest Quarter (NW/4) of Section Six (6), Township Twenty-nine (29), Range Thirty-two (32), Jasper County, Missouri.

Affiant further states that he was the lessee in a mining lease executed some time during the year 1935 by Jesse Smith and . . . , his wife, on the following described property, to-wit:

Lot Seven (7) of the Northeast fractional Quarter (NE/4), and the Northwest Quarter (NW/4) of the East Half (E/2) of Lot Six (6) of the Northeast fractional Quarter (NE/4), in Section Two (2), Township Twenty-nine (29), Range Thirty-three (33), Jasper County, Missouri.

Affiant further states that both leases have long since expired and that they are not now in effect nor have they been assigned to any person who has any claim thereunder, and that said leases have long since been abandoned and affiant claims no interest thereunder, and they are not now in the hands of any person with any right or claim thereunder. Affiant further states that it has been a number of years since any work was done under said leases.

Further affiant saith not.

J. G. Shelton.

Subscribed and sworn to before me, the undersigned Notary Public within and for said County and State, this 26th day of ~~February~~ ^{March}, 1943.

My commission expires Dec. 9, 1946.

(SEAL)

Margaret McDonald, Notary Public.

Filed for Record this 7th day of April, 1943, at 10 o'clock 31 minutes A. M.

Ray Hawley

RECORDER

R E L E A S E

KNOW ALL MEN BY THESE PRESENTS:

That I, Frank Childress, for value received, do hereby surrender, remise and release unto Etta Williams, Austin Williams, George Cooper, Agnes Richardson, Gertrude Baker, H. E. Baker, Chrystal Sample, Roy Sample, Ollie Searcy, J. W. Searcy, Charles Richardson, Alta Richardson, Etta Beer, Jackson Beer and Harrison Richardson, their heirs and assigns, all of my right, title and interest in, to and under that certain mining lease made by said above named parties, under date of November 4, 1935, and assigned to me by Woodson Oldham and Charles M. Grayston, Administrators of the Estate of Sardis W. Bates, deceased, covering the following described lands situated in the County of Jasper, State of Missouri, to-wit:

The West Half (W $\frac{1}{2}$) and the West Three-eighths (W $\frac{3}{8}$) of the East Half (E $\frac{1}{2}$) of Lot 1; also the West Half (W $\frac{1}{2}$) and the West Half (W $\frac{1}{2}$) of the East Half (E $\frac{1}{2}$) of Lot 2; all in the Northwest Quarter (NW $\frac{1}{4}$) of Section Six (6), Township Twenty-nine (29), Range Thirty-two (32), Jasper County, Missouri.

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IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of March, 1943.

Frank Childress

STATE OF MISSOURI }
COUNTY OF JASPER } ss

On this 5th day of March, 1943, before me, a Notary Public in and for said County and State, personally appeared Frank Childress, to me known to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My commission expires: June 26, 1946.

(SEAL)

Frances R. Murdock, Notary Public.

Filed for Record this 7th day of April, 1943, at 10 o'clock 33 minutes A. M.

MINING LEASE

RECORDED

THIS INDENTURE, Made this the 15th day of February, 1943, by and between the Conqueror Trust Company, as Trustee and Executor of the Estate of Anna Richardson, Jesse Smith, as Attorney-in-fact, and Charles H. Jaccard, and Charles H. Jaccard, Trustee, as Parties of the First Part; and L. Simpson and Gerald Coffey, as Parties of the Second Part.

WITNESSETH, That the parties of the First Part in consideration of the undertakings and agreements hereinafter stated to be kept and performed by the parties of the Second Part, their successors and assigns, do by these present demise and lease unto the parties of the Second Part, their successors and assigns, the following described real estate in Jasper County, to-wit:

The West Half of Lot One of the Northwest Quarter; the West Half of Lot Two of Northwest Quarter; the West Three-eighths of East Half of Lot One, of Northwest Quarter and the West Half of the East Half of Lot Two of the Northwest Quarter, all in Section Six, Township Twenty-nine, Range Thirty-two, Jasper County; Missouri.

1. The Lessee shall within sixty days hereof commence the work of prospecting and mining said land in good faith, and shall place and have on said land sufficient pumps or machinery or other facilities to drain same of water so as to permit of efficient mining thereof, and shall properly operate same as becomes necessary.
2. The said work of prospecting and mining shall consist of any of the following: pumping or otherwise draining; drilling; surveying; sinking shafts; drifting; dynamiting; removal of overburden; any other necessary excavating or removing of dirt; building levees or dams or ponds; building roads; removing, milling, or processing ore or ore-bearing dirt; constructing buildings, tracks, runways or other facilities for any of the foregoing; preparing reports, maps, statements, or records, pertaining to any of the foregoing.
3. The Lessee shall mine said land in good, thorough and workmanlike manner; shall keep all shafts and drifts which are in use well and securely timbered and supported as required by authorized mine inspection, and shall not remove such timbers or supports so as to endanger the ground or permit the same to cave or fall in, except when such removal of timbers or supports constitutes a part of the strip-mining method which may be used in the production of ore on said land. Mining shall be carried on in good faith, continuously, and shall not be suspended at any time, except on written permission of the Lessors, excepting as hereinafter allowed.
4. Continuous operation and carrying on said activities in good faith shall allow for time required for adjustments or delays required or caused by death; accidents; weather conditions and acts of the elements; fire; litigation; strikes or other labor disturbances; shortage of labor or other essential help; government emergency acts; delays in obtaining equipment; priorities, or other essentials. All of which allowances shall not require the written permission of the Lessors, it being mutually agreed unavoidable and to be overcome as quickly as possible to the best